

Memorandum of Understanding

Parties: City of Ankeny & Ankeny Girls Softball Association

Project/Initiative: Softball Sports Field Lighting, Fields 41-44

Ankeny Girls Softball Association Responsibilities:

1. Ankeny Girls Softball agrees to contribute \$100,000 to the City of Ankeny for the aforementioned project. This payment shall be made to the City of Ankeny in the following manner:
 - \$50,000 Lump Sum Payment within 30 days after Council Approved Contract Award to Lighting Contractor.
 - \$50,000 Pledged & Paid Over a Period Not to Exceed Four (4) Years, with Initial Payment Occurring No Later Than October 1, 2011 in an amount of \$12,500; Second Payment Occurring No Later Than October 1, 2012 in an amount of \$12,500; Third Payment Occurring No Later Than October 1, 2013 in an amount of \$12,500; and Fourth Payment Occurring No Later Than October 1, 2014 in an amount of \$12,500.

City of Ankeny Responsibilities:

1. The City of Ankeny shall develop design plans and specifications for sports field lighting on softball fields 41-44 with the guidance of a Certified Sports Field Lighting Specialist.
2. The City of Ankeny agrees to provide \$100,000 in Hotel-Motel Tax Funds to light fields 41-44.
3. The City of Ankeny agrees to finance the project with the Girls Softball reimbursing the City based on the financing schedule above. There will be no interest charged to Girls Softball on the reimbursement payments.
4. The City of Ankeny will manage all facets of the sports field lighting project.
5. The City of Ankeny will own the sports field lights, paying all operating expenses associated therewith.

Mutual Understandings:

1. The City of Ankeny shall proceed with the project once the \$50,000 lump sum payment has been made by Girls Softball and a pledge agreement has been signed by Girls Softball to fund the remaining \$50,000 over a pledge period not to exceed four (4) years.
2. The City of Ankeny, where possible, will provide in-kind labor and equipment to assist with certain components of the project as a means of defraying cost. It shall be recognized though by both the City and Girls Softball that there is no guarantee of in-kind services being provided. Any negotiation of in-kind services shall be managed exclusively by the City of Ankeny. However if costs to fund the project requires a cash commitment that exceeds \$200,000, Girls Softball shall be responsible for the balance. This balance can be incorporated into the 2011-2014 pledge period.
3. If the overall project is less than \$200,000, the balance of funds shall be used for projects which support increased usage of softball fields and ancillary facilities due to the field lighting. Such projects shall be agreed upon by Girls Softball and the City of Ankeny.
4. The City of Ankeny shall follow its typical park/facility development process; which includes neighborhood meetings, planning/zoning approvals, park board approvals, and approval of the Ankeny City Council.

5. The City of Ankeny, in consultation with Girls Softball, will develop and implement all rules and regulations regarding sports field lighting and lights usage.
6. The City of Ankeny reserves the right to increase tournament fees to cover costs of lights operations.

Steven D. Van Oort
Mayor

Date: _____

Loren Starkenburg
President, Ankeny Girls Softball

Date: _____